



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Associated Aircraft Manufacturing and Sales,
Inc.

File: B-241639

Date: November 5, 1990

Peter Beaulieu for the protester.
MaryAnn L. Grodin, Esq., and Charles J. McManus, Esq.,
Department of the Navy, for the agency.
John Formica, Esq., and John G. Brosnan, Esq., Office of the
General Counsel, GAO, participated in the preparation of the
decision.

DIGEST

Agency properly rejected protester's offer for aircraft parts where protester, which had successfully performed prior contracts with the agency and for which first article testing for this procurement had been waived, failed to timely submit a technical proposal as required by the solicitation.

DECISION

Associated Aircraft Manufacturing and Sales, Inc. protests the rejection of its offer under request for proposals (RFP) No. N00163-90-R-0596, issued by the Naval Avionics Center for aircraft parts. The protester, whose offer was rejected because it failed to include a technical proposal, argues that it was not required to submit a technical proposal because it has successfully performed prior contracts with the agency and is an approved source for which the solicitation expressly waived first article testing.

We summarily deny the protest without obtaining a full agency report since on its face the protest does not state a valid basis for protest. Bid Protest Regulations, 4 C.F.R. § 21.3(m) (1990).

Section L.300 of the RFP required each offeror to submit its proposal in two separate parts consisting of a technical proposal and a price proposal. With regard to the general content of the technical proposals, the solicitation provided:

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"[t]echnical proposals must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote resources to meet the requirements. Statements that the prospective offeror understands and can or will comply with the specifications, and statements paraphrasing the requirements or parts thereof, or which merely offer to conduct a program in accordance with the scope of work . . . will be unacceptable and no further consideration for award will be given that proposal."

The solicitation next specified that each offeror's technical proposal must address, at a minimum, all of the following areas: (1) manufacturing facilities; (2) ability to meet schedules; (3) quality control capability; (4) familiarity and experience with applicable specifications; (5) managerial capability and experience; (6) manufacturing personnel skill levels; (7) subcontracting capability; and, (8) performance on previous contracts.

The RFP's section M.108, "EVALUATION OF PROPOSALS," informed offerors that technical ability would be weighed somewhat more than cost in the agency's evaluation of the proposals, and detailed the evaluation factors. The evaluation factors were directly related to the eight areas the offerors were directed to address in the technical proposals.

The protester, however, failed to submit a technical proposal with its offer. As a result, the agency rejected the protester's offer.

Associated Aircraft argues that it did not have to submit a technical proposal because it has successfully performed prior contracts and is an approved source for which the solicitation expressly waived first article testing.

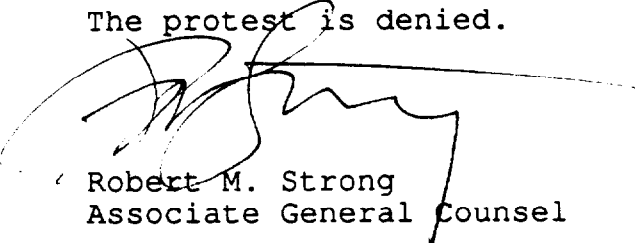
The RFP required each offeror to submit a technical proposal adequate on its face to demonstrate that the offeror had a thorough understanding of all of the solicitation's requirements, including its ability to meet schedules, and was willing and able to devote the resources needed to meet these requirements. It is clear from the face of the RFP that the waiver of first article testing has nothing at all to do with the RFP's clear requirement that technical proposals are required of all offerors.

Since the agency's technical evaluation was dependent upon the information furnished in the technical proposals, it was clearly Associated Aircraft's responsibility to submit an

adequate technical proposal. Talco Inc., B-235702, Aug. 23, 1989, 89-2 CPD ¶ 171. Further, in the absence of a timely submitted technical proposal as required by the solicitation, it would not have been proper for the agency to consider Associated Aircraft for award solely on the basis of its familiarity with the firm's product or prior performance. American Video Channels Inc., B-236943, Jan. 10, 1990, 90-1 CPD ¶ 67. Even an incumbent contractor cannot rely on its incumbency--and the contracting agency's familiarity with its product and prior performance--as a substitute for submitting a technical proposal responsive to the solicitation and which demonstrates compliance with the stated evaluation criteria. Id. Accordingly, we find that since Associated Aircraft's failure to submit a technical proposal as required by the solicitation resulted in such a gross informational deficiency, the agency's determination that the proposal was unacceptable and would not be considered for award was reasonable. Talco Inc., B-235702, supra.

The protester contends in the alternative that it should have been advised during discussions that it lacked a technical proposal and been provided the opportunity to submit one. Where, as here, an offeror fails to submit a required technical proposal, a contracting agency has no obligation to include the firm's proposal in the competitive range and give the offeror an opportunity to furnish the missing information. Talco Inc., B-235702, supra.

The protest is denied.



Robert M. Strong
Associate General Counsel